

HONORABLE KYMBERLY K. EVANSON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

INDUSTRIAL KILN & DRYER GROUP,
INC., a Kentucky corporation,

Plaintiff,

v.

ASH GROVE CEMENT COMPANY, a
Delaware corporation,

Defendants.

NO. 2:23-cv-00814-KKE

**STIPULATED DISCOVERY
PROTOCOL & CONFIDENTIALITY
AGREEMENT**

In accordance with the Parties' Combined Joint Status Report and Discovery Plan (Docket No. 11) as entered and ordered by the Court on July 18, 2023, Plaintiff Industrial Kiln & Dryer Group, Inc. ("IKD") and Defendant Ash Grove Cement Company ("Ash Grove") hereby enter into the below Stipulated Discovery Protocol and Confidentiality Agreement ("Order"). IKD and Ash Grove shall hereafter be collectively referred to as the "Parties". If and when signed by the Court, the following procedures and provisions shall govern discovery in the above-captioned matter (the "Action"). The Parties reference and incorporate, with certain

STIPULATED DISCOVERY PROTOCOL
& CONFIDENTIALITY AGREEMENT
CASE NO. 2:23-CV-00814 - 1

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1 modifications as appropriate for the Action and anticipated discovery, the Court's Model
2 Agreement regarding Discovery of Electronically Stored Information ("ESI").

3 **I. Discovery Protocol: Hard Documents and Electronically Stored Information**

4 The Parties stipulate and agree that the following principles and procedures shall govern
5 the Parties' productions of hard documents and ESI, in addition to any tangible items
6 (collectively referred to as the "Discovery") in this Action.
7

8 **1. Collections.**

9 Parties must perform Discovery collections in this Action in a manner in accordance
10 with Federal Rule of Civil Procedure ("FRCP") 34(b)(2)(E).
11

12 **2. Hard Documents.**

13 The Parties agree to produce electronic images of hard copy documents, or will provide
14 the other with the opportunity to inspect hard copy documents subject to a meet and confer
15 regarding the facts and circumstances of producing such hard copy documents. Parties are not
16 required to produce hard copy documents if electronic versions of the hard copy document exists
17 and has or will be produced. Each document's electronic image shall convey the same
18 information as the original native document. Documents that present imaging or formatting
19 problems shall be made available for review in their original format and, if copying or scanning
20 of same is requested, the Parties shall work cooperatively to determine how best to image and
21 format same.
22

23 **3. Electronically Stored Information ("ESI").**

24 **A. General Principles.** Paragraphs A(1) & (2) of the Court's Model ESI Agreement
25 are incorporated herein and the Parties agree to be bound by them.
26

1 **B. ESI Disclosures.** The Parties, within 15 days of the date of this Order, shall
2 disclose to one another the following:

3 1. Custodians. The custodians most likely to have discoverable ESI in
4 their possession, custody, or control. The custodians shall be identified by name and title, if
5 known.
6

7 2. Non-Custodial Data Sources. A list of non-custodial data sources likely
8 to contain discovery ESI. Such sources may include, but not be limited to, electronically stored
9 project files, servers, and drives.

10 3. Inaccessible Data. A list of all data sources, if any, likely to contain
11 discoverable ESI (by type, date, custodian, electronic system or other criteria sufficient to
12 specifically identify the data source) that a party asserts is not reasonably accessible under FRCP
13 26(b)(2)(B).
14

15 4. Foreign Data Privacy Laws. Nothing in this Order is intended to prevent
16 either party from complying with the requirements of a foreign country's data privacy laws; for
17 example, the European Union's General Data Protection Regulation (GDPR) (EU) 2016/679.
18 The Parties agree to meet and confer before including custodians or data sources subject to such
19 laws in any ESI or other discovery request. At the time of this Order, the Parties do not anticipate
20 any ESI or other discovery being subject to foreign data privacy laws.
21

22 The Parties agree to work in good faith to identify and agree to obtain all potentially
23 relevant ESI in the Action, and shall meet and confer (via telephone at least once) before filing
24 any related discovery motion with the Court with respect to paragraphs 3(B)(1)-(4) above.

25 **C. ESI Discovery Procedures.**

26 STIPULATED DISCOVERY PROTOCOL
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1 1. On-site inspection of electronic media. Such an inspection shall not be
2 required absent a demonstration by the requesting party of specific need and good cause or by
3 agreement of the Parties.

4 2. Search methodology. The Parties, within 30 days of the date of this Order,
5 shall meet and confer regarding any appropriate search terms and qualifiers, file types and date
6 restrictions or ranges, data sources (including custodians), and other appropriate computer- or
7 technology-aided methodologies, before any such effort to harvest and produce ESI is
8 undertaken by either Party. The Parties shall continue to cooperate in revising the
9 appropriateness of any search methodology used, even after initial harvesting. This includes,
10 but is not limited to, additional custodians or date qualifiers, that may be needed to obtain all
11 potentially relevant ESI in the Action. Requests for additional custodians must be made no later
12 than 60 days prior to discovery cutoff unless the Parties stipulate otherwise or otherwise stipulate
13 to extend the discovery cutoff. With respect to search terms, the Parties expressly agree to apply
14 qualifiers, expanders, and commands, limiters, and connectors to the extent necessary to obtain
15 all potentially relevant ESI, while being mindful of the burdens significant and overly broad ESI
16 imposes on the parties.

17 a. Prior to production: Once any appropriate search terms and
18 qualifiers are agreed upon, and prior to production, the Parties agree to provide the total volume
19 or hits with respect to each custodian or data source to be harvested.

20 b. After review of initial productions, the Parties agree to engage in
21 the meet and confer to discuss search terms and qualifiers as necessary to obtain all potentially
22

1 relevant ESI, while being mindful of the burdens significant and overly broad ESI discovery
2 imposes on the Parties.

3 3. Format. The Parties agree on the following format for the
4 production of ESI:

5 a. The Parties agree that ESI will be produced to the requesting party
6 in accordance with the specifications identified in Exhibit A, with searchable text consisting of
7 extracted text for native files and OCR for images. Acceptable image formats include multi-
8 page TIFFs (with a companion OCR or extracted text file), single-page TIFFs (only with load
9 files for e-discovery software that includes metadata fields identifying natural document breaks
10 and also includes companion OCR and/or extracted text files), single-page JPG or JPEG files,
11 and searchable PDFs. All imaged productions must be accompanied by the load file
12 specifications identified in Exhibit A. Color-for-color images are preferred. If a color image is
13 produced in black and white, each party reserves the right to request the producing party to
14 produce the original color image. "Email Portfolio" productions (i.e. exporting email collections
15 via Adobe Acrobat portfolio tools) are not an acceptable format of production.

16 b. Unless otherwise agreed to by the Parties, files that are not easily
17 converted to image format (such as spreadsheets, database, video, audio, drawing or proprietary
18 files), or relevant but otherwise non-convertible files (corrupted, password protected files), shall
19 be produced in native format defined in Exhibit A or with an imaged slip sheet and metadata
20 defined under Exhibit A. Excel files shall be produced natively, except if redacted. The Parties
21 agree to timely discuss any issues with providing the metadata fields noted in Exhibit A to the
22 extent they arise with respect to any production(s) in this Action.

c. Imaged documents shall be branded with page-level unique number (Bates Numbers). Each document image file shall be named using the beginning Bates Number. File names should not be more than twenty characters long or contain spaces. When a text-searchable image file is produced, the producing party must preserve the integrity of the underlying ESI, i.e., the original formatting, the metadata (as noted below) and, where applicable, the revision history.

d. If a document is more than one page, the unitization of the document and any attachments and/or affixed notes shall be maintained as they existed in the original document.

D. Preservation of ESI.

The Parties acknowledge that they have a common law obligation, as expressed in Fed. R. Civ. P. 37(e), to take reasonable and proportional steps to preserve discoverable information in the party's possession, custody, or control. With respect to preservation of ESI, the Parties agree as follows:

1. Absent a showing of good cause by the requesting party, the Parties shall not be required to modify the procedures used by them in the ordinary course of business to back-up and archive data; provided, however, that the Parties shall preserve all discoverable ESI in their possession, custody, or control.

2. The Parties will supplement their disclosures in accordance with Fed. R. Civ. P. 26(e) with discoverable ESI responsive to a particular discovery request or mandatory disclosure where that data is created after a disclosure or response is made (unless excluded under Sections (D)(3) or (E)(1)-(2)).

1 3. Absent a showing of good cause by the requesting party, the following
2 categories of ESI need not be preserved:

3 a. Deleted, slack, fragmented, or other data only accessible by
4 forensics.

5 b. Random access memory (RAM), temporary files, or other
6 ephemeral data that are difficult to preserve without disabling the operating system.

7 c. On-line access data such as temporary internet files, history, cache,
8 cookies, and the like.

9 d. Data in metadata fields that are frequently updated automatically,
10 such as last-opened dates (see also Section (E)(5)).

11 e. Back-up data that are duplicative of data that are more accessible
12 elsewhere.

13 f. Server, system or network logs.

14 g. Data remaining from systems no longer in use that is unintelligible
15 on the systems in use.

16 h. Electronic data (e.g., email, calendars, contact data, and notes) sent
17 to or from mobile devices (e.g., iPhone, iPad, Android devices), provided that a copy of all such
18 electronic data is automatically saved in real time elsewhere (such as on a server, laptop, desktop
19 computer, or “cloud” storage).

20 The Parties agree to confer and work to produce other potentially relevant ESI, including
21 text messages or photos stores on custodians’ cell phones, to the extent they exist and as possible.

1 4. The Parties FURTHER agree as follows with respect to the preservation
2 of ESI and Hard Documents:

3 a. Original Documents. The producing Party shall retain the original
4 hard-copy and native source documents in their original format (however, the original hardware
5 does not have to be kept) for all documents produced in this proceeding. The producing Party
6 shall make reasonable efforts to maintain the original native electronic source documents in a
7 manner so as to preserve the “metadata” associated with these electronic materials in the event
8 review of such metadata becomes necessary. If the review of original documents becomes
9 necessary, the Parties will meet and confer regarding the process for such review.
10

11 b. Production of Other Electronic Documents: Certain types of files,
12 such as system, program, video and sound files, may not be amendable to conversion into
13 anything meaningful in either its native file format or in image format. In general, non-
14 convertible files will be produced as a native file with a placeholder image.
15

16 **E. Privilege.**

17 1. The producing party shall create a privilege log of all documents fully
18 withheld from production on the basis of a privilege or protection, unless otherwise agreed or
19 excepted by this Agreement and Order. Privilege logs shall include a unique identification
20 number for each document and the basis for the claim (attorney-client privileged or work-
21 product protection).
22

23 2. The Parties agree to the following with respect to claims of privilege for
24 electronic documents, or ESI:
25

1 Responsive documents that are not produced or redacted on the basis of claims of
2 privilege will be identified in a log that will be produced to the non-producing Party, which will
3 contain the following information:

4 a. From: Lists the contents of the “From” field of the email, or the
5 author/custodian field of a document;

6 b. To: Lists the contents of the “To” field of the email;

7 c. CC: Lists the contents of the “CC” (carbon copy) field of the email;

8 d. BCC: Lists the contents of the “BCC” (blank carbon copy) field of
9 the email;

10 e. Date: Lists the date the email was sent, or the date the document
11 was last modified;

12 f. Identification of Attachment(s): Identifies whether the
13 attachment(s) to an email are claimed to be privileged to the extent that it does not disclose any
14 privilege;

15 g. Custodian: Identifies the individual or source the document was
16 obtained from; and

17 h. Privilege Description: Sufficient information as to the nature of the
18 document or email

19 i. Basis for Claim of Privilege: States the nature of the privilege(s)
20 asserted (e.g. attorney-client privilege, work-product privilege)

1 j. Document Production Number: With respect to partially-redacted
2 document(s), the parties agree to include on any corresponding privilege log the production
3 number for said document(s).

4 3. The privilege log(s) will be provided to the non-producing Parties no later
5 than 30 days after the date of the document production/Discovery to which the privilege log(s)
6 relates. In no event shall any production log(s) be produced later than 30 days prior to the date
7 for filing motions related to discovery.

8 4. The Parties agree to produce all non-privileged members of an email
9 family if any one member of the family is responsive to the requesting Party's document requests
10 subject to and without waiver of the producing Party's objections to such requests. To the extent
11 that a parent email or an attachment is determined to be privileged, the non-privileged portion
12 of its family shall be produced, with a control-numbered slip-sheet .TIFF image in place of the
13 privileged record that was withheld and logged as set forth in this section. To the extent an
14 email or document can be redacted and produced, rather than withheld, the Parties agree to do
15 so. Redactions shall be obvious.

16 5. With respect to privilege or work-product information generated by or sent
17 to/from counsel, with no other third-parties copied, on or after the filing of Industrial Kiln's
18 original Complaint (*see* ECF No. 1, dated May 31, 2023), the Parties are not required to include
19 any such information in their respective privilege log(s).

20 6. Activities undertaken in compliance with the duty to preserve information
21 are protected from disclosure and discovery under Fed. R. Civ. P. 26(b)(3)(A) and (B).
22

1 7. Pursuant to Fed. R. Evid. 502(d), the production of any documents in this
 2 proceeding shall not, for the purposes of this proceeding or any other federal or state proceeding,
 3 constitute a waiver by the producing party of any privilege applicable to those documents,
 4 including the attorney-client privilege, attorney work-product protection, or any other privilege
 5 or protection recognized by law. Information produced in discovery that is protected as
 6 privileged or work product shall be immediately returned to the producing party, and its
 7 production shall not constitute a waiver of such protection
 8

9 8. **Inadvertent Production of Protected Documents.** Information
 10 produced in discovery in this Action that is protected under an applicable privilege shall be
 11 immediately returned to the producing Party, and its production shall not constitute a waiver of
 12 such protection. If a Party learns that privileged material has been inadvertently produced, the
 13 producing Party shall notice, in writing, the non-producing Party of that inadvertent production.
 14 Upon receipt of said notice, the non-producing Party shall promptly destroy or return the
 15 privileged material to the producing Party, and shall not use the privileged material for any
 16 purpose other than to file a motion to the Court to compel production of the privileged material
 17 to the extent the non-producing Party disagrees with the producing Party's designation of the
 18 material as privileged. The motion shall not assert the facts or circumstances surrounding the
 19 inadvertent production as grounds for compelling production.
 20
 21

22 9. **Deduplication and System File Removal.** The Parties may de-duplicate
 23 their ESI production(s) via MD5 Hash across all data sources.

24 10. **Production Media.** The producing Party shall produce documents on an
 25 external hard drive, or such other readily accessible computer or electronic media (the

1 “Production Media”), including by posting to a secure file transfer site. Information that shall
2 be identified on the physical Production Media or included on a transmittal provided with the
3 Production Media, shall include: (1) the names or case numbers of the cases in which it is
4 produced, (2) the producing Party’s name, (3) the production date, (4) the production volume
5 and (5) the Bates Number range(s) of the materials on the Production Media.
6

7 The Parties do not make any representation regarding the admissibility of evidence falling
8 with the scope of this Agreement and hereby expressly reserve and do not waive any objections
9 or defenses they may have. Unless otherwise stipulated or ordered by the Court, each Party will
10 bear its own costs with respect to common ESI collection, production, and review of Discovery
11 in this Action.
12

13 **II. Confidentiality & Protective Agreement**

14 The Parties recognize that that their pursuit of the claims and defenses at issued in this
15 Action may require the disclosure of discovery material, including hard documents and ESI, or
16 other tangible items (“Discovery”), that may be, in whole or in part, confidential, highly
17 confidential, and/or business sensitive (collectively referred to as “Confidential Material”). The
18 Parties desire to maintain the confidentiality of all Discovery material, including Confidential
19 Material, and therefore agree that Discovery in this Action shall be given the following
20 protections.
21
22
23
24
25
26

A. Treatment of All Discovery Material as Confidential and Further Designation of Material for Attorneys' Eyes Only.

1. All Discovery Material in this Action shall be treated as Confidential and only disclosed and used for purposes of this Action.

2. Any Party or third-party subject to discovery in this Action may, in good faith, further designate any Discovery, including any transcript of testimony thereof, as ATTORNEYS' EYES ONLY ("AEO") material.

3. A Party may designate Discovery as ATTORNEYS' EYES ONLY by (i) providing written notice to the opposing Party; (ii) making a statement to that effect on the record of any proceeding; or (iii) stamping the Discovery Material as "ATTORNEYS' EYES ONLY" and/or "AEO" on each page containing Confidential Material. The mere production of Discovery material does not waive a Party's right to subsequently designate that Discovery material as ATTORNEYS' EYES ONLY material.

4. A Party shall not be obligated to challenge the propriety of the designation of Discovery as ATTORNEYS' EYES ONLY at the time made, and failure to do so shall not preclude a later challenge thereof. A Party that challenges such a designation shall give notice to the other Party and attempt, in good faith, to resolve any challenge on an expedited and informal basis. If the challenge cannot be expeditiously and informally resolved, the Party seeking further disclosure may apply for an appropriate ruling from the Court. The Discovery

1 material shall continue to be treated as ATTORNEYS' EYES ONLY pending a ruling on the
2 challenge.

3 **B. Disclosure of Attorneys' Eyes Only Material.**

4 1. Confidential Discovery Material designated as "ATTORNEYS' EYES ONLY"
5 shall not be disclosed to any person except:

6 (a) Outside litigation counsel of record in this Action for any Party, including their
7 employees and independent contractors counsel, including secretaries, legal
8 assistants, and internal copying and electronic discovery support services;

9 (b) Court reporters employed in connection with this Action;

10 (c) Outside legal support services for this Action, such as electronic discovery
11 vendors, graphics or design consultants retained to prepare demonstrative or other
12 exhibits, hearing consultants and persons employed by them, document imaging
and database services, and other similar legal vendors retained to assist counsel in
this matter;

13 (d) Experts retained or formally consulted by the Parties in this Action, whether
or not ultimately called to testify; and

14 (e) The Court, including its clerk, court reporters, court administration, and any
15 other necessary Court support staff as Judge Evanson deems appropriate or
necessary.

16 2. In addition to Paragraph B(1) above, the Parties may also disclose any Discovery
17 material designated as "ATTORNEYS' EYES ONLY" to a witness in this Action who authored
18 or received that Discovery material. For purposes of depositions, the deposing Party shall also
19 be permitted to question any fact witness about Discovery containing ATTORNEYS' EYES
20 ONLY designated Discovery material to the extent that the witness testifies that he or she has
21 seen that Discovery material.

22 3. Prior to the disclosure of any Discovery designated as "ATTORNEYS' EYES
23 ONLY", or within five (5) business days of the date of this Order as deemed practicable by the
24 Parties' discovery vendors with respect to their first Discovery productions in this Action, the

25 STIPULATED DISCOVERY PROTOCOL
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1 individuals identified in Paragraphs B(1)(c) and (d) above shall sign an acknowledgement in the
2 form of Exhibit B hereto to maintain the confidentiality of Discovery material and to comply
3 with the additional restrictions concerning "ATTORNEYS' EYES ONLY" material. Such
4 signed agreements shall be maintained by the producing Party and shall be provided to counsel
5 for the non-producing Party in this action on a good faith showing of a reasonable belief that
6 this Agreement has been violated.
7

8 **C. Effect and Enforcement.**

9 1. Nothing in this Agreement shall (a) affect or restrict the right of a Party to disclose
10 its own Discovery material, including any Confidential Material designated as "ATTORNEYS'
11 EYES ONLY"; (b) impose any restrictions on the use or disclosure of Discovery material
12 designated as Confidential Material that has been lawfully obtained by a Party independently of
13 this Action/Court proceedings; or (c) preclude any Party from seeking and obtaining, on an
14 appropriate showing, such additional protection with respect to Confidential Material as that
15 Party may consider appropriate.
16

17 2. This Agreement shall be interpreted and governed according to the laws of the
18 State of Washington.

19 3. The provisions of this Agreement shall, absent subsequent written agreement of
20 the Parties or further order of the Court, continue to be binding throughout and after the
21 conclusion of this Action. In the event of a violation of any term of this Agreement, the
22 aggrieved Party may apply to obtain injunctive relief or additional relief as may become
23 necessary to protect against any violation of any of term of this Agreement. If Confidential
24 Material and/or ATTORNEYS' EYES ONLY Discovery material is disclosed in violation of
25

1 this Order, the Party learning of such disclosure shall, within a reasonable time, inform the Party
2 that disclosed such Confidential Material and/or Discovery of all pertinent facts relating to the
3 disclosure, and shall make reasonable efforts to prevent any further disclosure.

4 4. Within ninety (90) days after the final disposition of this Action, whether by
5 settlement, Judgment, or otherwise, all persons listed in Paragraph B(1) who received
6 Confidential Material designated "ATTORNEYS' EYES ONLY" shall return to counsel of the
7 designating Party or destroy all such Discovery. Counsel of record shall make reasonable efforts
8 to ensure that any experts and outside legal vendors it has retained abide by this provision.
9 Outside counsel for the Parties shall be entitled to retain Court papers, depositions and hearing
10 transcripts, and attorney work product and all exhibits to any of the foregoing that contain or
11 reflect Confidential Material, including ATTORNEYS' EYES ONLY Material, provided that
12 counsel shall maintain the confidentiality thereof and shall not disclose any Confidential
13 Material contained in such papers, or attorney work product or exhibits thereto, to any person
14 except pursuant to court order or agreement of the designating Party.
15

16 SO ORDERED this 12th day of February, 2024.
17

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19 
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21 Kymberly K. Evanson
22 United States District Judge
23
24
25

1 RESPECTFULLY SUBMITTED this 6th day of February, 2024.

2 GORDON REES SCULLY MANSUKHANI,
3 LLP

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Industrial Kiln & Dryer Group, Inc. v. Ash Grove Cement Company

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Exhibit A: Document Production Format

Production Specs:

Images	Single-page, 300 DPI, Group IV TIFFs
Color	Single page, 300 DPI, 24-bit JPGs, Native File, pdf files
Text	Multi-page TXT files
Loadfiles	DAT and OPT
Encoding (Text and Loadfiles)	UTF-8
Bates Number Position	Lower right/ page level
Confidentiality Position (if applicable)	Lower left/ page level
Native Files and Slip Sheets	Bates # -- File Provided Natively

Metadata Fields:

PRODBEG	Beginning Production Bates
PRODEND	Ending Production Bates
PRODBEGATT	Beginning Production Bates of the parent document
PRODENDATT	Ending Production Bates of the last attached file to the
CUSTODIAN	User-assigned custodian
DUPLICATE	Additional custodians for any duplicate documents (the “all custodian/additional custodian is already listed but duplicate custodian may be more viewer-friendly).
PAGES	Page count of produced images
PARENTID	PRODBEG of parent record.
ATTACHID	Concatenated list of attachment/child [StartingBatesNumber] values delimited with "; " (semicolon space). Populated for parent records only.
ATTACHLIST	Concatenated list of attachment [Relativity].[FILENAME] values delimited with "; " (semicolon space). Populated for parent records only.
MD5HASH/SHAI	MD5Hash 128-bit encryption/SHAI 160-bit encryption
FILEDESC	File type description
FILESIZE	File size
FILENAME	File name of the native file
NATIVEPATH	Original folder structure of ESI file
DOCEXT	File extension
AUTHOR	Author field extracted from the metadata of the native file
DATECREATED	Date and time from the Date Created property of the native
DATELASTMOD	Date and time from the Modified property of the document, representing date last saved
LAST MODIFIED BY	Name of last modifier (optional)

REVISION	Revision history (optional)
SUBJECT	Subject of the e-mail message
FROM	Author of the e-mail message
TO	Main recipient(s) of the e-mail message
CC	Recipients of "carbon copies" of the e-mail message
BCC	Recipients of "blind carbon copies" of the e-mail message
DATESENT	Sent date and time of an e-mail message
DATERCVD	Received date and time of an e-mail message
CONFIDENTIALITY	Protective order designation (as endorsed on production images)
TEXTPATH	Link to the text file named by PRODBEG
REDACTED	Field contains "yes" when document contains redactions. Field contains "no" when no redactions have been made.
NATIVEFILE	Link to the native file named by PRODBEG